UNITED STATES U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DAVID COHEN,

Plaintiff,

-against-

LIBERTY MUTUAL EXECUTIVE DEFERRED COMPENSATION PLAN; LIBERTY MUTUAL EXECUTIVE PARTNERSHIP PLAN; LIBERTY MUTUAL RETIREMENT BENEFIT PLAN; and LIBERTY MUTUAL SUPPLEMENTAL INCOME AT RETIREMENT PLAN #2,

Defendants.

INDEX NO.

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff David Cohen, by his attorneys Paul Hastings LLP, for his complaint against the Liberty Mutual Executive Deferred Compensation Plan, the Liberty Mutual Executive Partnership Plan, the Liberty Mutual Retirement Benefit Plan, and the Liberty Mutual Supplemental Income at Retirement Plan #2 (collectively, the "Defendants"), alleges as follows:

I. Nature of Action

1. This action arises under the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1001 *et seq.* ("ERISA") to recover benefits due under employee benefit plans and to recover attorneys' fees and costs.

II. Jurisdiction and Venue

2. This is an action for relief brought pursuant to ERISA §502(a), §502(e) and §502(f), 29 U.S.C. §1132(a), (e), and (f), as well as 28 U.S.C. §1331 and 28 U.S.C. §1332

because the matter in controversy exceeds the sum or value of $75,000 and is between Mr. Cohen, a citizen of New Jersey, and Defendants, who are citizens of Massachusetts.

3. Venue is proper in this District because Liberty operates within this District, Mr. Cohen was employed by Liberty in this District and a substantial part of the events or omissions giving rise to the claims hereunder occurred in this District.

4. Given that all administrative remedies and/or appeals have been exhausted in this matter, it is properly before this Court for review.

III. Parties

5. Plaintiff David Cohen is a natural person who resides in the State of New Jersey.

6. Defendant Liberty Mutual Executive Deferred Compensation Plan ("Liberty EPDCP") is, and at all times relevant hereto was, an employee benefit plan within the meaning of ERISA section 3(3), 29 U.S.C. §1002(3). Liberty EPDCP's office is located at 175 Berkeley Street, Boston, Massachusetts 02116.

7. Defendant Liberty Mutual Executive Partnership Plan ("Liberty EPP") is, and at all times relevant hereto was, an employee benefit plan within the meaning of ERISA section 3(3), 29 U.S.C. §1002(3). Liberty EPP's office is located at 175 Berkeley Street, Boston, Massachusetts 02116.

8. Defendant Liberty Mutual Retirement Benefit Plan ("Liberty Retirement Plan") is, and at all times relevant hereto was, an employee benefit plan within the meaning of ERISA section 3(3), 29 U.S.C. §1002(3) and an employee pension benefit plan within the meaning of

section 3(2), 29 U.S.C. §1002(2). Liberty Retirement Plan's office is located at 175 Berkeley Street, Boston, Massachusetts 02116.

9. Defendant Liberty Mutual Supplemental Income at Retirement Plan #2 ("Liberty SIRP") is, and at all times relevant hereto was, an employee benefit plan within the meaning of ERISA section 3(3), 29 U.S.C. §1002(3) and an employee pension benefit plan within the meaning of section 3(2), 29 U.S.C. §1002(2). Liberty SIRP's office is located at 175 Berkeley Street, Boston, Massachusetts 02116.

IV. Factual Allegations Common to All Causes of Action

A. Background of Employment

10. Mr. Cohen joined Liberty Mutual Group, Inc. (together with its subsidiaries and affiliates, "Liberty Mutual") in 1999, worked there for more than 16 years, and was the President of LIU US. Liberty International Underwriters ("LIU") is a division of Liberty Mutual that writes "specialty insurance," which insures unusual risks that are not covered by ordinary insurance policies. On October 12, 2015, Mr. Cohen provided Liberty Mutual with two weeks' notice of his resignation and retirement, which was effective October 26, 2015. Mr. Cohen was an employee in good standing at the time of his resignation and retirement from Liberty Mutual.

11. Prior to Mr. Cohen's resignation, LIU had undergone a significant restructuring whereby Liberty Mutual's management in Boston had installed new management at LIU's United States operations (which is headquartered in New York City) and curtailed LIU's historical autonomy and entrepreneurial culture. Many LIU employees did not feel comfortable with the structural changes and future direction of LIU and were concerned that the new

leadership installed by Liberty Mutual did not have sufficient specialty insurance experience, underwriting experience or international experience. Many LIU employees left for better opportunities at many other companies both prior to and following Mr. Cohen's resignation. Those companies included Everest National, Vela Insurance, W. R. Berkley, AIG, Aspen Insurance U.S. Services Inc. ("Aspen"), Marsh & McLennan, Transatlantic Reinsurance Company, SCOR, Allianz, QBE, BWD Group, IRB and Munich Reinsurance. In fact, nearly the entire Crisis Management team at LIU went to W. R. Berkley.

12. By contrast, at the time of Mr. Cohen's resignation from Liberty Mutual, Aspen, unlike LIU, was experiencing significant growth, and was successfully attracting employees from many other companies. Following his resignation from Liberty Mutual, Mr. Cohen accepted a position with Aspen.

13. Mr. Cohen did not have an employment agreement with Liberty Mutual and was not subject to any non-competition or non-solicitation restrictions. Nevertheless, Mr. Cohen did not recruit or solicit any Liberty Mutual employees, either during or after his retirement from Liberty Mutual.

14. During his employment and at the time of Mr. Cohen's retirement from Liberty Mutual, he participated in a number of Liberty Mutual benefit plans, including the Liberty EPDCP, Liberty EPP, Liberty Retirement Plan and Liberty SIRP (collectively, the "Plans"). Mr. Cohen was entitled to certain vested and unvested benefits in these Plans based on his age and years of service following his retirement from Liberty Mutual.

B. Mr. Cohen's Benefit Plan Participation

15. The Liberty EPDCP is a deferred compensation plan for employees of Liberty Mutual and its subsidiaries that provides for cash payments at designated times based on the future value of "Restricted Units" granted under the Liberty EPDCP. Restricted Units granted under the Liberty EPDCP vest on each of the four anniversaries following grant, and participants may elect the time and form of the cash payment relating to vested Restricted Units, which include cash payments upon retirement. The value of Restricted Units is determined based on the value of Liberty Mutual Holding Company Inc. ("LMHC").

16. The Liberty EPP is an incentive plan for employees of Liberty Mutual and its subsidiaries that provides participants with the right to participate in the increase in the overall enterprise value of LMHC through the award of Appreciation Units. Appreciation Units vest on each of the four anniversaries following their grant, and participants may redeem vested Appreciation Units for a cash payment. Appreciation Units that are unvested as of a participant's retirement remain outstanding and continue to vest.

17. As of December 23, 2016, Mr. Cohen held $971,500 of vested units and investment fund value in the Liberty EPDCP and Liberty EPP, and $299,124 of unvested units in the Liberty EPDCP and Liberty EPP.

18. The Liberty Retirement Plan is a pension plan that provides retirement income to employees of Liberty Mutual and its participating employers. The Liberty Retirement Plan provides early retirement subsidies for those participants (like Mr. Cohen) who retire prior to age 65 following attainment of age 55 and the completion of five years of continuous service.

19. The Liberty SIRP is a supplemental income at retirement plan which provides certain Liberty Mutual employees an opportunity to defer compensation on a tax-favored basis, including benefits for which such employees would be eligible under the Retirement Plan but for the limitations of Internal Revenue Code Section 401(a)(17) and Section 415.

20. As of the date of his departure from Liberty Mutual, Mr. Cohen was entitled to substantial defined monthly benefits under both the Liberty Retirement Plan and the Liberty SIRP.

C. Improper Forfeiture and Reduction of Mr. Cohen's Vested Benefits

21. On December 24, 2015, more than two months after Mr. Cohen's resignation and retirement from Liberty Mutual, Mr. Cohen received a two-sentence letter from Liberty Mutual that stated "as a result of information uncovered after your voluntary resignation on October 25, 2015, we are reclassifying your termination from a voluntary resignation to a termination for cause." The letter, dated December 23, 2015, attached a one-page summary of Mr. Cohen's benefits that were being reduced (the "Benefits Reduction"). Specifically, the Benefits Reduction stated that Liberty Mutual was unilaterally eliminating all of Mr. Cohen's vested and unvested units in the Liberty EPDCP and Liberty EPP. According to the Benefits Reduction, this purported forfeiture amounted to $971,500 of vested units and investment fund value, and $299,125 of unvested units.

22. The Benefits Reduction also stated that Liberty Mutual was reducing Mr. Cohen's benefits under the Liberty Retirement Plan and the Liberty SIRP by approximately $1,940 per month.

23. The Benefits Reduction did not state *why* Mr. Cohen's retirement was reclassified as a termination of employment for "cause," nor did it identify *who* made the decision to cancel and reduce his benefits under the Plans. The Benefits Reduction also did not define what conduct constitutes "cause" under any of the Plans, nor did it refer to any specific provision in any of the Plans. Other than an oblique reference to "information uncovered," the Benefits Reduction was silent even as to what conduct by Mr. Cohen purportedly justified Liberty Mutual's decision to reduce and eliminate well in excess of $1 million of Mr. Cohen's benefits. The Benefits Reduction also did not identify any means by which Mr. Cohen could challenge the adverse benefit determination.

24. In violation of Plan documents and applicable ERISA regulations (29 C.F.R. § 2560.503-1(g)), the Benefits Reduction did not provide Mr. Cohen (i) the specific reason or reasons for the adverse benefit determination, (ii) reference to the specific plan provisions on which the determination was based, (iii) a description of any additional material or information necessary for Mr. Cohen to perfect the claim and an explanation of why such material or information is necessary, and (iv) a description of the plan's review procedures and the time limits applicable to such procedures, including Mr. Cohen's right to bring a civil action under ERISA Section 502(a).

D. Mr. Cohen Challenges Liberty Mutual's Forfeiture and Reduction of His Benefits

25. Mr. Cohen was shocked when he received the Benefits Reduction from Liberty Mutual. After sixteen years of hard work for Liberty Mutual, Mr. Cohen expected Liberty Mutual to follow through on the promises it made to him under the Plans. Instead, Liberty

Mutual decided summarily to terminate well in excess of $1 million of Mr. Cohen's benefits with virtually no information or explanation. Nor did it provide any information to Mr. Cohen regarding any recourse to challenge the Benefits Reduction.

26. Mr. Cohen sent numerous letters to Liberty Mutual requesting documents, records and other information relevant to the Benefits Reduction and his benefits under the Plans. Fundamentally, Mr. Cohen had two important questions: who at Liberty Mutual made the initial decision to reduce his benefits under the Plans, and most importantly, what specific actions by Mr. Cohen were the bases for Liberty Mutual's decision? To this day, Liberty Mutual has been unwilling to answer these basic, fundamental questions.

27. Following Liberty Mutual's refusal to respond to Mr. Cohen's repeated written requests for information pertaining to the Benefits Reduction, Mr. Cohen appealed the Benefits Reduction to the administrators of the Plans (the "Plan Administrators") on February 19, 2016 (within 60 days after the December 23, 2015 Benefits Reduction, as required under the terms of the Plans).

28. Mr. Cohen explained to the Plan Administrators in his February 19, 2016 appeal, among other things, that none of the Plans define "cause" and that Mr. Cohen did not engage in any conduct that would amount to "cause" under any reasonable interpretation of that term. Mr. Cohen also repeated his requests for information regarding the decision to reduce his benefits.

29. On May 19, 2016, Mr. Cohen received two separate letters from Liberty Mutual. One letter, from Lori B. Andrews (Liberty Mutual's Vice President, Talent & Enterprise Services), denied Mr. Cohen's appeal for benefits under the Liberty EPDCP, Liberty EPP and Liberty SIRP. The other letter, from Thomas Oksanen (Liberty Mutual's Vice President,

Corporate HR & Administration), denied Mr. Cohen's appeal for benefits under the Liberty Retirement Plan. Both Ms. Andrews and Mr. Oksanen claimed that they were delegated authority to review and decide claims for benefits under the Plans by the relevant Plan Administrators, but did not provide any evidence of such a delegation.

30. Both denials re-characterized Mr. Cohen's February 19, 2016 appeal of the December 23, 2015 Benefits Reduction as "initial" claims for benefits under the Plans, rather than as an appeal of the December 23, 2015 Benefits Reduction.

31. With respect to the Liberty EPDCP and Liberty EPP, Ms. Andrews did not define -- or even attempt to define -- the meaning of the term "cause" under either Plan, nor did she identify any specific conduct by Mr. Cohen to support a retroactive re-characterization of Mr. Cohen's resignation as a termination of employment for "cause" and the reduction of Mr. Cohen's vested and unvested benefits by more than $1 million. Instead, Ms. Andrews' May 19 letter merely referenced "the circumstances surrounding Mr. Cohen's departure" and "their resulting disruption to the Company's business." In other words, the mere fact that Mr. Cohen had left Liberty Mutual appeared to be the basis for characterizing his resignation as a termination for "cause" and substantially reducing his benefits. Tellingly, even though nearly five months had passed since the Benefits Reduction -- and nearly seven months had passed since Mr. Cohen had left Liberty Mutual -- Ms. Andrews did not point to any evidence whatsoever of any wrongdoing by Mr. Cohen to support Liberty Mutual's decision to reduce Mr. Cohen's benefits more than a million dollars.

32. The mere act of Mr. Cohen leaving Liberty Mutual cannot constitute a termination of employment for "cause" under any reasonable definition of that term. Indeed, had

the company wanted to, it could have designed Plans that provided that an employee's mere departure from the company would result in a reduction of the employee's benefits. It did not do so but, instead, provided a requirement that the employee had engaged in conduct during his employment that rose to the level of a termination of employment for "cause."

33. Indeed, both the EPP and EPDCP specifically state that a reclassification for "cause" requires "*evidence*... after employment termination that a Participant acted or failed to act in such a manner that would have provided grounds for a 'cause' termination." The Retirement Plan does not define "cause" at all. The SIRP defines "cause" (i) only in connection with the effect of a change in control of Liberty Mutual on a participant's benefits under the SIRP and (ii) only with respect to a prospective termination of employment, to include a termination of employment that results from (A) conviction of, or pleading of nolo contendere to, a felony; (B) misconduct by the participant which is of such a serious and substantial nature that a reasonable likelihood exists that such misconduct will materially injure the reputation of Liberty Mutual or an affiliated employer if the participant were to remain employed by Liberty Mutual or an affiliated employer; and (C) proven gross negligence.

34. In her May 19, 2016 letter, Ms. Andrews stated that Liberty Mutual was depriving Mr. Cohen of the early retirement benefit under the Liberty SIRP because of a pending lawsuit against Mr. Cohen by Liberty Mutual. Likewise, Mr. Oksanen stated that Liberty Mutual was depriving Mr. Cohen of early retirement benefits under the Liberty Retirement Plan because of the same lawsuit.

35. On June 23, 2016, more than six months after reducing and forfeiting Mr. Cohen's benefits under the Plans, and following his repeated written requests for information

pertaining to that adverse benefit determination, Ms. Andrews sent Mr. Cohen three pages of handwritten notes. These handwritten notes were dated in May 2016 and, thus, were made not only six months after the December 2015 reclassification of Mr. Cohen's retirement as a termination of employment for cause, but also three months after his February 19, 2015 appeal of the Benefits Reduction. Despite Mr. Cohen's repeated written requests to the Plan Administrators to provide details regarding these handwritten notes -- *e.g.*, who wrote them -- no further information was ever provided to Mr. Cohen.

36. The first set of handwritten notes of this unidentified person or persons, dated May 3, 2016, state: "term for cause related to his [Mr. Cohen] leaving and taking all those people and doing severe damage to our business." The second set of notes, dated May 12, 2016, state: "DC leaving and taking so many team members demanded significant immediate attention from mgmt."

37. None of Ms. Andrews, Mr. Oksanen, the Plan Administrators, or Liberty Mutual has explained these cryptic comments that are meant to justify the forfeiture of more than a million dollars of Mr. Cohen's benefits. Nonetheless, one fact is clear: Liberty Mutual did not provide Mr. Cohen any documents or information that predate these May 2016 notes to even attempt to support its December 2015 determination to reduce Mr. Cohen's benefits and reclassify Mr. Cohen's retirement as a termination for "cause."

38. While these handwritten notes have never been explained, the references to "taking all those people" and "taking so many team members" presumably refers to other LIU employees who left Liberty Mutual to join Aspen after Mr. Cohen left Liberty Mutual. As such, the basis for Liberty Mutual's reclassification of Mr. Cohen's resignation could be the Plan

Administrators' speculation that Mr. Cohen recruited Liberty Mutual employees to leave Liberty Mutual and join him at Aspen.

39. Although Mr. Cohen was not subject to any non-solicitation or non-compete restrictions, there is no evidence cited by any of the Plan Administrators that Mr. Cohen recruited or solicit any Liberty Mutual employees -- either during or after his resignation from the company -- because the uniform evidence submitted to the Plan Administrators was to the contrary. Moreover, the subsequent decisions of other LIU employees to leave Liberty Mutual after Mr. Cohen left cannot serve as a legitimate basis for Liberty Mutual to re-characterize Mr. Cohen's October 2015 resignation as a termination for "cause" and reduce Mr. Cohen's benefits.

40. In connection with Mr. Cohen's appeal of Liberty Mutual's reduction of his benefits under the Plans, Mr. Cohen submitted 30 affidavits from the employees who decided to leave LIU. Each and every single affiant swore under penalty of perjury that he or she was not recruited or solicited by Mr. Cohen to leave employment with Liberty Mutual, both before and after Mr. Cohen resigned from Liberty Mutual. There is zero evidence to the contrary. They left because they were not happy with Liberty Mutual's newly-installed management at LIU and/or viewed Aspen as a better career opportunity. Quite simply, Liberty Mutual's reduction of more than a million dollars of Mr. Cohen's benefits was premised upon a pure -- and incorrect -- speculation that Mr. Cohen had recruited those employees while he was employed with Liberty Mutual. That these other individuals subsequently decided to leave Liberty Mutual for a better opportunity clearly cannot constitute retroactive "cause" for termination of Mr. Cohen's employment under any reasonable definition of that term.

E. Mr. Cohen Appeals the Denials

41. By letter dated July 21, 2016, Mr. Cohen appealed the denial of his benefits under the Plans to Melanie Foley, who was identified by both Mr. Oksanen and Ms. Andrews as the appropriate party to review their respective denials. Ms. Foley is Liberty Mutual's Executive Vice President, Chief Talent and Enterprise Services. In this role, on information and belief, Ms. Foley serves as the chief officer of Liberty Mutual's Human Resources department.

42. In his July 21, 2016 letter, Mr. Cohen explained to Ms. Foley that no "cause" existed for a reclassification of his resignation. Specifically, Mr. Cohen attested that he did not recruit or solicit any LIU employees -- either during or after his resignation from the company – and had zero contact with Aspen's outside recruiter who had recruited the Liberty employees. Mr. Cohen also submitted 30 affidavits from the people who departed Liberty Mutual and joined Aspen after Mr. Cohen had left. Those affidavits all confirm that that no Liberty Mutual employee was recruited or solicited by Mr. Cohen to leave Liberty Mutual, including before Mr. Cohen resigned from Liberty Mutual.

43. By letter dated September 15, 2016, Ms. Foley denied Mr. Cohen's appeals. As with the prior communications from Liberty Mutual, Ms. Foley did not did not even provide a definition of the term "cause" and did not specify any improper conduct by Mr. Cohen. Rather, the letter remarkably confirmed what the prior letters had said: that it was Mr. Cohen's departure from Liberty Mutual -- itself -- that supposedly constituted sufficient "cause" to purportedly justify Liberty Mutual's reduction of more than a million dollars of Mr. Cohen's benefits. According to Ms. Foley's letter, the company had experienced problems "resulting from Mr. Cohen's departure." Ms. Foley also asserted that she had conducted an "investigation"

regarding whether Mr. Cohen had engaged in conduct constituting "cause," but she kept the results of that supposed investigation secret and, like the prior denial letters, her denial letter did not disclose any evidence whatsoever of any improper conduct by Mr. Cohen.

V. First Cause of Action – Claim for Benefits Under ERISA §502(a)(1)(B)

(Against Defendant Liberty Mutual Executive Deferred Compensation Plan)

44. Mr. Cohen repeats and realleges paragraphs 1 through paragraph 43 as if fully set forth herein.

45. This claim is brought under ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B) against Defendant Liberty Mutual Executive Deferred Compensation Plan.

46. Mr. Cohen's benefits under the Liberty EPDCP were forfeited pursuant to the Benefits Reduction.

47. Mr. Cohen appealed the Benefits Reduction and exhausted the administrative appeals processes provided by the Liberty EPDCP.

48. It violated the terms of the Liberty EPDCP to forfeit Mr. Cohen's benefits without any evidence of any wrongdoing by Mr. Cohen during his employment with Liberty Mutual and to reduce his benefits merely because he left the company.

49. Mr. Cohen is now suffering and will continue to suffer monetary injury as a result of Defendant Liberty Mutual Executive Deferred Compensation Plan's improper forfeiture of his benefits.

50. Mr. Cohen is entitled to have Defendant Liberty Mutual Executive Deferred Compensation Plan restore his benefits under the Liberty EPDCP, both prospectively and retroactively, with interest.

VI. Second Cause of Action – Claim for Benefits Under ERISA §502(a)(1)(B)

(Against Defendant Liberty Mutual Executive Partnership Plan)

51. Mr. Cohen repeats and realleges paragraphs 1 through paragraph 50 as if fully set forth herein.

52. This claim is brought under ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B) against Defendant Liberty Mutual Executive Partnership Plan.

53. Mr. Cohen's benefits under the Liberty EPP were forfeited pursuant to the Benefits Reduction.

54. Mr. Cohen appealed the Benefits Reduction and exhausted the administrative appeals processes provided by the Liberty EPP.

55. It violated the terms of the Liberty EPP to forfeit Mr. Cohen's benefits without any evidence of any wrongdoing by Mr. Cohen during his employment with Liberty Mutual and to reduce his benefits merely because he left the company.

56. Mr. Cohen is now suffering and will continue to suffer monetary injury as a result of Defendant Liberty Mutual Executive Partnership Plan's improper forfeiture of his benefits.

57. Mr. Cohen is entitled to have Defendant Liberty Mutual Executive Partnership Plan restore his benefits under the Liberty EPP, both prospectively and retroactively, with interest.

VII. Third Cause of Action – Claim for Benefits Under ERISA §502(a)(1)(B)

(Against Defendant Liberty Mutual Retirement Benefit Plan)

58. Mr. Cohen repeats and realleges paragraphs 1 through paragraph 57 as if fully set forth herein.

59. This claim is brought under ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B) against Defendant Liberty Mutual Retirement Benefit Plan.

60. Mr. Cohen's benefits under the Liberty Retirement Plan were reduced pursuant to the Benefits Reduction.

61. Mr. Cohen appealed the Benefits Reduction and exhausted the administrative appeals processes provided by the Liberty Retirement Plan.

62. It violated the terms of the Liberty Retirement Plan to reduce Mr. Cohen's benefits without any evidence of any wrongdoing by Mr. Cohen during his employment with Liberty Mutual and to reduce his benefits merely because he left the company.

63. Mr. Cohen is now suffering and will continue to suffer monetary injury as a result of Defendant Liberty Mutual Retirement Benefit Plan's improper reduction of his benefits.

64. Mr. Cohen is entitled to have Defendant Liberty Mutual Retirement Benefit Plan restore his benefits under the Liberty Retirement Plan, both prospectively and retroactively, with interest.

VIII. Fourth Cause of Action – Claim for Benefits Under ERISA §502(a)(1)(B)

(Against Defendant Liberty Mutual Supplemental Income at Retirement Plan #2)

65. Mr. Cohen repeats and realleges paragraphs 1 through paragraph 64 as if fully set forth herein.

66. This claim is brought under ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B) against Defendant Liberty Mutual Supplemental Income at Retirement Plan #2.

67. Mr. Cohen's benefits under the Liberty SIRP were reduced pursuant to the Benefits Reduction.

68. Mr. Cohen appealed the Benefits Reduction and exhausted the administrative appeals processes provided by the Liberty SIRP.

69. It violated the terms of the Liberty SIRP to reduce Mr. Cohen's benefits without any evidence of any wrongdoing by Mr. Cohen during his employment with Liberty Mutual and to reduce his benefits merely because he left the company.

70. Mr. Cohen is now suffering and will continue to suffer monetary injury as a result of Defendant Liberty Mutual Supplemental Income at Retirement Plan #2's improper reduction and forfeiture of his benefits.

71. Mr. Cohen is entitled to have Defendant Liberty Mutual Supplemental Income at Retirement Plan #2 restore his benefits under the Liberty SIRP, both prospectively and retroactively, with interest.

IX. Prayer for Relief

Mr. Cohen prays that this Court enter judgment as follows:

1. Ordering Defendants to restore Mr. Cohen's forfeited and reduced benefits under the Liberty EPDCP and the Liberty EPP, with interest;

2. Ordering Defendants to restore Mr. Cohen's retirement benefits under the Liberty Retirement Plan and the Liberty SIRP without the reduction set forth in the December 23, 2015 Benefits Reduction;

3. Declaring that Mr. Cohen's forfeited benefits under the Liberty EPDCP and Liberty EPP should be restored to him and that the correct amount of Mr. Cohen's retirement benefits under the Liberty Retirement Plan and the Liberty SIRP should not include the reduction as set forth in the December 23, 2015 Benefits Reduction;

4. Awarding Mr. Cohen his costs, disbursements, expenses and attorney's fees herein; and

5. Awarding Mr. Cohen such other and further relief as the court may deem just and proper.

Dated: New York, New York
December 1, 2016

PAUL HASTINGS LLP

By: ______________________________

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